

## **EXHIBIT B**

This letter, dated December 4, 2008, shall memorialize the agreement (this "Agreement") between OLP 6609 Grand, LLC ("Landlord") and Circuit City Stores, Inc. with respect to the assumption and assignment of the amended and restated lease dated as of February 24, 1994 between the Landlord, as landlord, and Circuit City Stores, Inc., as tenant (the "Lease"), and the sublease dated March 28, 2002 between Circuit City Stores, Inc., as sublandlord, and La-Z-Boy Showcase Shoppes Inc., as subtenant (the "Sublease").

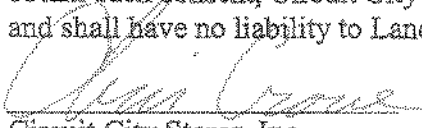
Landlord and Circuit City Stores, Inc. and its affiliates (collectively, "Circuit City") have agreed that Circuit City shall withdraw the Lease and Sublease from the order approving the rejection motion (D.I. 21; the "Rejection Motion") and, in conjunction therewith, Circuit City shall obtain an order, in form and substance satisfactory to Landlord in its reasonable discretion, authorizing the sale free and clear of all liens, claims and encumbrances and the assumption and assignment of the Lease and the Sublease to Landlord or its designee (the "Order"), subject to the following terms and conditions:

- Circuit City shall file the motion seeking the Order so that it is scheduled for hearing at the next Omnibus Hearing Date;
- Landlord shall indemnify and hold Circuit City harmless from any and all Claims (as defined in the Bankruptcy Code) arising from or related to the Sublease or the Lease that the Subtenant has asserted or may assert against Circuit City, including without limitation, Claims under 11 U.S.C. §§ 365, 502 or 503 (the "Indemnity Obligations");
- Landlord shall waive, discharge and forever release any and all Claims, arising before, on or after this Agreement, against or related to Circuit City or its bankruptcy estate; provided, further, that for the avoidance of doubt and without limiting the generality of the foregoing, and as set forth below, Landlord is not waiving its right to assert a Claim against Circuit City with regard to any rents actually paid by the Subtenant to Circuit City since November 10, 2008 (the "Petition Date") (the "Release");
- Landlord shall pay all reasonable documented Skadden bundled rate structure fees and expenses incurred by Circuit City after the date hereof in connection with the transaction contemplated by this Agreement and such payment shall be made within 15 days of receipt of an invoice from Circuit City; provided, however, that the fees and expenses set forth in Skadden's bundled rate structure (a copy of which is included with Skadden's retention application filed in the Debtors' cases) are hereby agreed to be and shall be deemed reasonable in all respects;
- Landlord shall pay \$25,000 to Circuit City as consideration for the assumption and assignment of the Lease and Sublease;
- Within ten days of entry of the Order, Circuit City shall pay to Landlord all sums it has received from the Subtenant since November 10, 2008, (the "Petition Date"), including without limitation any rent or other charges under the Sublease.

Circuit City and Landlord agree that Landlord shall have the right to withdraw from this transaction and cancel all of its remaining obligations hereunder prior to the

entry of the Order, provided that: (i) Landlord shall reimburse Circuit City for all reasonable documented Skadden bundled rate structure fees and expenses incurred through the date of such withdrawal and cancellation of this Agreement, (ii) Landlord's Indemnity Obligations shall continue and shall survive withdrawal and cancellation of this Agreement ; (iii) the Release shall survive withdrawal and cancellation of this Agreement ((i)-(iii), collectively, the "Surviving Obligations"). Circuit City and Landlord further agree that if the Order is not entered by the Bankruptcy Court for any reason, including, without limitation, Landlord's failure to approve the Order, the Surviving Obligations shall continue and Landlord shall remain obligated to Circuit City on account of and for the Surviving Obligations.

Notwithstanding anything to the contrary herein, Landlord agrees that the terms and conditions of this Agreement are subject to and conditioned upon receipt by Circuit City of its postpetition secured lenders' approval, which must be received by Circuit City at or prior to the hearing on the Rejection Motion. In the event that Circuit City does not obtain such consent, Circuit City will proceed with the hearing on the Rejection Motion and shall have no liability to Landlord under this Agreement.

  
Circuit City Stores, Inc.

By: Chris Crowe

Its: Director of Real Estate

  
QLP 6609 Grand, LLC

By: \_\_\_\_\_

Its: Mark H. Lundy  
Senior Vice President